BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	April 19, 2006	Division:	Budget & Finance
Bulk Item: Yes	No	Department:	Purchasing
Miles Miles Agency and the second an		Staff ContactPerson	: Carlos Victores
AGENDA ITEM W			and the control of th
	uccaneer Contract for 2 nd year March 16, 2006 thru March 1	<u> </u>	ntract
	UND: accaneer Courier was again awars with reviewal options each y		tract via sealed bid process
On January 18, 2006	VANT BOCC ACTION: 6 the BOCC approved an an service by \$ 10.00 each.	nendment to the con	tract to increase the per
CONTRACT/AGRE Renewal	EEMENT CHANGES:		
STAFF RECOMME	ENDATIONS:		
Approval	applied from \$3.00 kg and to discuss of the algorithm of the property of the angle	et vast kaskkom et kilosop et av som som sterstande den frank sich for et av et av et av et av et av et av et a	
TOTAL COST:	\$ 72,960.00	_ BUDGETEI	D: Yes <u>X</u> No
COST TO HEALTH	I DEPT: \$ 6,840.00	SOURCE OF FUN	DS: <u>STATE</u>
COST TO COUNTY	Y:\$ 66,120.00 SOUR	CE OF FUNDS:	AD VALOREM
REVENUE PRODU	CING: Yes No _X	_ AMOUNT PER	MONTH Year
APPROVED BY:	County Atty OMB/Pu	rchasing Risk	Management
DIVISION DIRECT	OR APPROVAL:	Allahore (TYPE NAM	ggyelle JEHERE)
DOCUMENTATION	N: Included	Not Required	-
DISPOSITION:		AGE	NDA ITEM #

RECEIVED

MAR 2 4 2006

BY: OMB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

	CONTRA	ACT SUMMARY	
Contract with:	Buccaneer Courier	Contract #	
		Effective Date:	March 16, 2006
			March 15, 2007
Contract Purpos			
Renewal of C	ontract for 2 nd year of origin	nal 4 year contract.	
Contract Manag	or: Carlos Victores	4466	Purchasing Stop #1
Contract Manag	er: Carlos Victores (Name)	(Ext.)	(Department/Stop #)
	(1 (311.0)	(2)	(- cp)
for BOCC meeti	ng on April 19, 2006	Agenda Deadline	: April 4, 2006
	DIACO		
	CONI	TRACT COSTS	
Total Dollar Val	ue of Contract: \$ 72,960	0.00 Current Yea	ar Portion: \$ _ 36,480.00
Budgeted? Yes	No Account Co	des: <u>001-06001-53</u>	0-340
Grant: \$	h	The second secon	
County Match: S			
	ADDIT	TONAL COSTS	
Estimated Ongo	ing Costs: \$200.00/yr	For: bags,tags,	repairs to lock boxes
(Not included in do	llar value above)	(eg. maintenance, uti	lities, janitorial, salaries, etc.)
	CONT	RACT REVIEW	
	Changes		Date Out
Division Directo	Date In Needed or $\frac{3/23/06}{2}$ Yes No.		eviewer And gazula
Division Directe	n -j- jor i cs_ i vo[r	XA CO	Myra
Risk Manageme	nt 32706 Yes No E	3 Mi-Slew	327-06
Ø. O.M.B./Purchas	ing 308/06Yes No	VID	3:28:06
O.IVI.D./T di Chas	/ /		
County Attorney	$\frac{3/27/06}{2}$ Yes No	3 Aufu	neley 3-28-06
Comments:	r	J	

OMB Form Revised 2/27/01 MCP #2

COURIER SERVICE AGREEMENT First Renewal

THIS First Courier Service Agreement Renewal ("First Renewal") is entered into this 19th day of April, 2006, between the Monroe County Board of County Commissioners ("County") and Buccaneer Courier ("Buccaneer").

WITNESSETH:

WHEREAS, on March 15, 2005, the parties entered into a one year contract for courier services with options to consecutively extend the contract for additional three one-year terms; and

WHEREAS, the contract was amended on January 18th, 2006 for an increase of \$ 10.00 per courier stop per month; and

WHEREAS, the contract still has three options for additional one-year terms; and

WHEREAS, County desires to exercise its option to extend the contract from March 15, 2006, until March 14, 2007, and deems said arrangement to be in the best interest of the County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree to renew and extend the existing contract, as previously amended, as follows:

- 1. The agreement shall be extended for a one-year period commencing March 15, 2006, and ending March 14, 2007.
- 2. In all other respects, the Agreement entered March 15, 2005, as amended January 18, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

	BOARD OF COUNTY COMMISSIONERS
	OF MONROE COUNTY, FLORIDA
Attest:	
By:	Ву:
Deputy Clerk	Mayor Charles "Sonny" McCoy
	BUCCANEER COURIER
	By (It). h coule

MONROE COUNTY ATTORNEY APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

CONTRACT FOR COURIER SERVICE

THIS AGREEMENT, made and entered into this 15th day of March, 2005, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes call the "owner"), and Buccaneer Courier, (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT DOCUMENTS The contract documents consist of this agreement, the RFP, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

2. SCOPE OF THE WORK

The Contractor shall provide courier service as specified.

Locations to be serviced see Exhibit A.

Times specified in Exhibit A for pick up and deliveries by Contractor are approximate with the exception of the locations in Key West which remain firm.

Deliveries - Deliveries to Stop #1 made will include opening the bags and distributing mail in department mail boxes in the Mailroom. Pick up and delivery is required Monday through Friday with the exception of holidays. A list of holidays will be provided to the Contractor and the Contractor will be notified should changes to the list occur. Deliveries to all locations en route from the Key Largo area west (south) to Key West Gato Building and including Monroe County Courthouse and Harvey Government Building, Key West will be made prior to 8:00 AM daily. Daily service will be available when needed from Key Largo to Key West with delivery in the afternoon.

Materials to be transported. Contractor will be required to transport mail, cash, computer printouts, office supplies, etc. contained in colored courier bags and general office supplies so long as they are boxed, sealed and weigh no more than 50 pounds per box. Boxes being used for the transportation of copy machine paper and general office supplies may be no longer than 18" wide, 15" deep and 10th high.

Provision of Lock Boxes. Lock boxes for the purpose of temporarily storing items until such time as they are picked up by Contractor will be installed at each location. Exceptions: Stop #1 through Stop #8 will not need a lock box as they are serviced during normal office hours. Owner will be responsible for the purchase of Lock Boxes to be installed at each location serviced, and such purchases will be made in accordance with Monroe County Purchasing Policies and Procedures. Lock Boxes will be a minimum of 24" wide, 17" deep and 48" high

Provision of mail bags. Mail bags are to be used as the transportation media of choice and are to be provided by Owner. Mail bags being used for transportation may be no larger than 18" wide, 5" deep and 30" high.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

All employees on the work site and other persons and organizations who may be affected thereby; All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court costs) arising out of or resulting from the performance of the work, provided that

any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or person or organization directly or indirectly employed by the Contractor to perform or furnish any of the work or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such part.

In any and all claims against the Owner or any of the Owner's consultants, agents or employees by any employee of the Contractor, or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by and limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or other person or organization under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts.

3. THE CONTRACT SUM

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve (12) months. The Contractor shall invoice the County monthly for services rendered in accordance with the rates of \$180.00 per month, per courier stop.

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

5. TERM OF CONTRACT/RENEWAL

This contract shall be for a period of one (1) year, commencing March 15, 2005 and terminating March 15, 2006. The County shall have the option to renew this agreement after the first year, and each succeeding year, for three additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

6. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

7. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

ASSURANCE AGAINST DISCRIMINATION

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this a) Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

Interpretation, Costs, and Fees: b)

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-ofpocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

- Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to e) the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.
- Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
- Claims for Federal or State Aid. Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
- Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
- Nondiscrimination. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the

date of the court order. County or Contractor agree to comply with all received and riorida statutes, and all tools ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records, 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note) as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

- k) Covenant of No Interest. County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
- l) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- m) No Solicitation/Payment. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- n) Public Access. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.
- o) Non-Waiver of Immunity. Notwithstanding he provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.
- p) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.
- q) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the

constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

- Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
- Attestations. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
- No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by singing any such counterpart.
- Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

10. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

11. INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

12. FUNDING AVAILABILITY

In the event that funds from Purchasing Office Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or be mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

13. PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsionity for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY Monroe County Purchasing Office 1100 Simonton Street Suite 2-213 Key West, FL 33040

FOR CONTRACTOR **Buccaneer Courier** PO Box 430763 Big Pine Key, FL 33043

The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under

Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

15. GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

16. CONTINGENCY STATEMENT

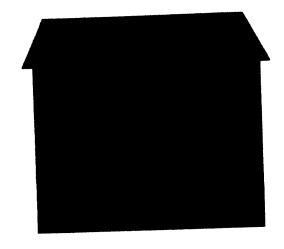
Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL) Attest: DANNY By: Jame	L. KOPHAGE, CLERK L. Januar L Deputy Clerk	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLOIDA By:
Date:	ril 20,2004	CONTRACTOR 1 A A A
(SEAL)		
Attest:	1051-	By W. Laet 2
By: Sale	el De Santis	By: () 9 () 2 ()
	WITNESS	
Title:		Title: ZNO Z
Ву:	WITNESS Clynes	CLEAN COLUMN TO THE COLUMN TO
Title:		MONROE COUNTY ATTORNEY APPROVED AS TO FORM
		Sand Ather

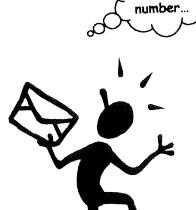
They forgot to put their bags out last night!





<u>Courier</u> <u>Stop List</u>





I forgot the stop

Monroe County Courier Service Stops

STOP #1

m . Tilakaala	Cata Cigas England	CAD	County Administrator
	Gato Cigar Factory	SAF	Safety Office
1100 Simont			Monroe Council of the Arts
The Mail Ro		ART	
Key West, Fl	orida 33040	GRP	Group Insurance
		WKC	Workers Compensation
		PER	Personnel Office
		OMB	Budget Office
		PUR	Purchasing Office
		GRT	Grants Office
		CDF	Code Enforcement
OUT TO KE	Y WEST	CSD	Community Service Division
10:45 AM a		EXS	Extension Services
	YS NORTH	SSD	Social Services Dept.
5:00 PM		PWD	Public Works Division
	orth to Key West	CMD	Construction Management
8:00 AM		ENG	Engineering Department
		SWM	Solid Waste Management
		ART	Monroe Council of the Arts

STOP #2

Monroe County Health Dept. The Historic Gato Cigar Factory 1100 Simonton Street, 1st Floor Key West, Florida 33040 DOH

Department Of Health

STOP #2 A

DOH

Department Of Health

Monroe County
Health Care Center (Depoo Hospital)
Kennedy Drive
Key West, Florida 33040

Department Of Health **STOP #2 B** DOH Monroe County Roosevelt Sands Center Olivia Street Key West, Florida 33040 Tourist Development Council **TDC** 1201 White Street, Suite 102 Key West, Florida 33040 Fleet Management Service **FMS** 3583 S. Roosevelt Blvd. Public Facility Maintenance PFM Key West, Florida 33040 Road Department **RDS** Airport Director's Office **APK** 3491 S. Rodsevelt Blvd. Key West, Florida 33040 Technical Services Dept. TSD The Harvey Govt. Center Veteran Affairs Dept. located in the Historic Truman Building VAD Tax Collector, 1st floor TAX 1200 Truman Avenue Land Authority LAT Key West, Florida 33040 Key West Library LIB 700 Fleming Street Key West, Florida 33040

STOP #7 502 Whitehead Street Key West, Florida 33040	CAY RSK SPE MCC	County Attorney Risk Management Commissioner Spehar Commissioner McCoy
Monroe County Courthouse 500 Whitehead Street Key West, Florida 33040	CTA CLK PAO FIN PAY SOE STA	Court Administrator Clerk of the Courts Property Appraiser Office Finance Department Payroll Department Supervisor of Elections State Attorney
STOP #9 5:10 PM Monroe County Bayshore Manor 5200 College Road Key West, FL 33040	SSB	Bayshore Manor
STOP #9 B 5:10 PM Juvenile Justice Building 5503 College Road Key West, FL 33040	SHF BLD NDF MPC GAL PTS	Sheriff Dept. Building Dept. (RM #2030) New Detention Facility Marine Projects (RM #2024) Guardian Ad Litem Pre-Trail Services
STOP #10 5:40 PM Cudjoe Key Transfer Station MM #21.5 Blimp Road Cudjoe Key, Florida 33042	HAZ	Hazardous Waste Transfer Station

STOP #10-A

(last stop on way back) #25 Ships Way Big Pine Key, FL 33043

NUG

Commissioner Neugent

STOP #10-B

6:00 PM
Big Pine Key Library
Big Pine Key Shopping Center
213 Key Deer Blvd.
Big Pine Key, FL 33043

LIB FIR Big Pine Key Library
Big Pine Key Fire Rescue

STOP #11

6:30 PM
Monroe County Regional Service Ctr.
2798 Overseas Highway, MM 47.5 (gulf)
Marathon, Florida 33050

GMD Growth Management
BLD Building Dept.
PLN Planning Dept.
MRD Marine Resources
EVR Environmental Resources

CDF Code Enforcement
PFM Facility Maint. (Bldg. Super.)
PAO Property Appraiser Office
EXS Extension Service

EMC Emergency Communications

STOP #12

6:35 PM

Marathon Sheriff's Office 3101 Overseas Highway, MM 48 (ocean) Marathon, Florida 33050 SHF CTH TAX

LIB

Sheriff's Department Courthouse

TAX Tax Collector CLK Clerk

STOP #13

6:40 PM

Marathon Library 3251 Overseas Highway, MM 48 (ocean) Marathon, Florida 33050

Marathon Library

OP #14

Marathon Government Annex 490 63rd Street (ocean) Marathon, Florida 33050	FMD EMS EMG FRD SSD	Fire Marshall Emergency Medical Services Emergency Management Fire Rescue Social Services
	VAD	Veteran Affairs
	TRS	Translator
	SOE	Supervisor of Elections

Marathon Airport 9000 Overseas Highway, MM 51.5 Marathon, Florida 33050	APM PSD HRS RIC	Airport Manager's Office Public Safety Division Office Health Department Commissioner Rice
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P #16

Marathon Public Works 10600 Aviation Blvd.	RDS PFM ENG	Road Department Facility Maintenance Engineering
Marathon, Florida 33050	FMS	Fleet Management Service

7:35 PM Long Key Transfer Station MM 68 U.\$. #1 (gulf) Long Key, Florida 33001

Transfer Station only

TOP #18

7:50PM Islamorada Library MM 81.5 U.S. #1 (gulf) Islamorada, Florida 33036

LIB

Islamorada Library

STOP #19

8:10 PM

Plantation Key Public Works 186 Key Heights Dr, MM 88-89 (gulf) Plantation Key, Florida 33070 HRS PWD Public Works EMG Emergency M

Emergency Management

Health Department

Fleet Management Service

ENG Engineering

STOP #20

8:15 PM

Ellis Building 88800 Overseas Hwy, MM 88-89 (gulf) BLD Building Dept

Tax Collector

Plantation Key, Florida 33070 PAO

TAX

FMS

Property Appraiser Office

PLN Planning Dept.

STOP #21

8:20 PM

Plantation Government Center 88820 Overseas Hwy, MM 88-89 (gulf) Plantation Key, Florida 33070 SOE SSD VAD Social Services Veteran Affairs

Supervisor of Elections

CDF

Code Enforcement

CLK Clerk of Court

STOP #22

8:35 PM

Key Largo Volunteer Ambulance Corp. 98600 Overseas Hwy, MM 98.6 (median)

KLV UKT Key Largo Volunteer Amb. Upper Keys Trauma Center

Key Largo, Florida 33037

STOP #23

8:45 PM

Tradewinds Plaza LIB 101485 Overseas Hwy, MM 101.485 (ocean)TAX Key Largo, Florida 33037 Key Largo Library
Tax Collector's Office

STOP #24

9:00 PM

Key Largo Transfer Station 1180 State Road 905 (gulf) Key Largo, Florida 33037 Transfer Station only

STOP #25

9:15 PM

Cardsound Toll Bridge County Road 905A US #A1A CDS

Card Sound Bridge

STOP #26

9:40 PM

Damaron Building 99198 Overseas Highway, Suite II Key Largo, FL 33037 Approx. 11:00 PM NEL EXS Commissioner Nelson Extension Service

ADMINISTRATIVE SERVICES DEPARTMENT PURCHASING OFFICE TABULATION SHEET

OPEN DATE: MARCH 1, 2005 AT 11:00 AM

TITLE: COURIER SERVICES FOR MONROE COUNTY

RESPONDENT BUCCANEER COURIER	COST PER STOP \$180.00	\$69,120.00
Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office	- Purchasing Office urier.	

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

BID FORM

В	ID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
	C/O PURCHASING DEPARTMENT GATO BUILDING ROOM 2-213
	1100 SIMONTON STREET
	KEY WEST, FLORIDA 33040
	BID FROM: Buccaneer Courier
	Bic Pine Key FL 33043
	BID FROM: Buccaneer Courier P. O. Box 430763 Big Pine Key FL 33043 305-872-0015-
The andorsion	ed, having carefully examined the work, specifications, proposal, and addendater Contract Documents for the services of:
	COURIER SERVICE
documents.	or, in submitting the foregoing bid, agrees to comply with all contract specification
ما الم	Sighty Dollars \$ 180.00 per stop per month.
Amor	ant in Writing \$ 180.00 per stop per month. Amount in Numbers
Sixty-nin	e Thousand, One \$ 69,120,00 per year.
I acknowledg	e receipt of Addenda No. (s), the ed page 33 through 36 of the Bid Proposal which entails the Proposal Form, the
I have include	ed page33through 360f the Bid Proposal which change the Proposal which the Proposal which change the Proposal which change
Drug Free V	Vorkplace Form In addition, I have included a current copy of, Monroe Insurance Agents Statement, and all requirements as
O accompted Occord	Vorkplace Form In addition, I have included a current of partial partial License, Insurance Agents Statement, and all requirements as tion One, Article 1.04 Paragraphs A through D.
(Check mar	k items above, as a reminder that they are included.)
Mailing Add	D 12 D 4 30763 Telephone: 305 872-0015
	Big Pine Key FC 33043 Fax:
	Date: 2/28/5
Signed:	ofactive kact to Witness: (Seal)
	Loanne Karstner dba Bocoancer Courser
	(Name)
	(Title)

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990 MONROE COUNTY, FLORIDA

ETHICS CLAUS	E
Burranes	warrants that he/it has not employed, retained
or otherwise had	act on his/its behalf any former County officer or employee in violation of
Section 2 of Ordi	nance No. 10-1990 or any County officer or employee in violation of
Section 3 of Ordi	nance No. 10-1990. For breach or violation of this provision the County
may, in its discre	tion, terminate this contract without liability and may also, in its discretion,
deduct from the	contract or purchase price, or otherwise recover, the full amount of any fee,
commission, per	centage, gift, or consideration paid to the former County officer or employee.
	centage, gift, or consideration paid to the former County officer of employee. (signature)
	(signature)
	Date: 2/28/5
STATE OF <u></u>	URIDA
COUNTY OF _	MONRCE
prpscAll I V	APPEARED BEFORE ME, the undersigned authority,
/ PERSONALL	who, after first being sworn by me, affixed his/her
-)((inne	The least the wind, after mar sorting of day of
signature (name	e of individual signing) in the space provided above on this day of
FEDRUCE	3000.
	NOTARY PUBLIC
My commissio	susan M stockton Notary Public - State of Florida MyCommission Expires Feb 19, 2007 Commission # DD185424
OMB - MCP I	Of Flat named By Notional Notary Asso

NON-COLLUSION AFFIDAVIT

I, JCAHH according to la	w on my oath, and under penalty of perjury, depose and say that:
1.	Iam TUANNE KARSINER
•	of the firm of BUCCAMEER COURIER
	the bidder making the Proposal for the project described in the Notice for Calling for bids for:
	Courien Service Bio-Pur-60-305-0-2005-LC
	and that I executed the said proposal with full authority t do so:
c	prices in this bid have been arrived at independently without collusion, consultation, ommunication or agreement for the purpose of restricting competition, as to any matter relating to uch prices with any other bidder or with any competitor;
ι	mess otherwise required by law, the prices which have been quoted in this bid have not been movingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid pening, directly or indirectly, to any other bidder or to any competitor; and
4. r	attempt has been made or will be made b the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
1	he statements contained in this affidavit are true and correct, and made with full chowledge that Monroe County relies upon the truth of the statements contained in his affidavit in awarding contracts for said project.
Ĭ	his arridavit in awarding contracts for said project.
	Signature of Bidder) $\frac{2/28/5}{(Date)}$
)	Signature of Bidder) (Date)
STATE OF:	FLORIDA
COUNTY OF	: UONROE
	APPEARED BEFORE ME, the undersigned authority. Joanne Roestner st being sworn by me, (name of individual signing) affixed his/her signature in the space provided BEAN day of February 2005.
	Swan M Stockhn NOTARY PUBLIC
My Commiss	SUSAN M STOCKTON SUSAN M STOCKTON Notary Public - State of Florida MyCommission Expires Feb 19, 2007 Commission # DD185424 Bonded By National Notary Assn.

NON-COLLUSION AFFIDAVIT

ī	of the city ofon my oath, and under penalty of perjury, depose and say that:
according to law	on my oath, and under penalty of perjury, depose and say that:
1.	I am
	of the firm of
	the bidder making the Proposal for the project described in the Notice for Calling for bids for:
	and that I executed the said proposal with full authority t do so:
co	prices in this bid have been arrived at independently without collusion, consultation, annunication or agreement for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;
l.m.	less otherwise required by law, the prices which have been quoted in this bid have not been owingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid ening, directly or indirectly, to any other bidder or to any competitor; and
4. no	attempt has been made or will be made b the bidder to induce any other person, partnership or poration to submit, or not to submit, a bid for the purpose of restricting competition;
kr	e statements contained in this affidavit are true and correct, and made with full nowledge that Monroe County relies upon the truth of the statements contained in
th	is affidavit in awarding contracts for said project.
	Joanne Laister 2/28/5-
18	ignature of Bidder) (Date)
(3	ignature of Biddoly
STATE OF	FLURIDA
COUNTY OF:	MONROE
who after first	APPEARED BEFORE ME, the undersigned authority. Canne his/her signature in the space provided being sworn by me, (name of individual signing) affixed his/her signature in the space provided day of February 2005.
	Shian M Stockton NOTARY PUBLIC
My Commissio	SUSAN M STOCKTON SUSAN M STOCKTON Notary Public - State of Florida My Commission Expires Feb 19, 2007 Commission # DD185424 Bonded By National Notary Assn.

29240-00655 $\chi_{\rm C} \approx \pm 3.0 M_{\odot}$ 2004-2005 MONROE STATE OF FORBUM INCIGURATIONAL TAX * SEPT. 30. 200 MUST BE DISPLAYED IN CONSPICUOUS PLACE HITTES EMPLOYERS SUPPLEMENTAL SEATS ROOMS DHINES BEMEWAL $(\forall \xi, \forall \forall \exists A^{(y)}$ 29240 MOBILE MAIL & OFFICE SUP COURT E OF HAMPSTER SINESS Arenak A SIMESS MOBILE MONROE DRESS 111 11 OF MONROE COMP. SERVICE MARKET MARKET AND A SERVICE AN BUCCANEER COURIER KAESTNER JOANNE PO BOX 430763 BIG PINE KEY FL ME. 1-11-0 ILING DRESS 33043 DANISE D. HENRIQUEZ TAX PO BOX 1129. KEY WEST FL COLLECTOR 33041-1129

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IS BECOMES A TAX

CEIPT WHEN VALIDATED

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

References

Sands of the Keys George Sands 87899 U S Hwy. 1 Tavernier, FL 33036 305-852-4378 Delivery of all toner for 9 years

Hospice/VNA of Fl Keys 1319 William St. Key West, FL 33040 305-294-8812 Delivery of interoffice paperwork for 9 years

Clear Channel Maryanne Gibbons 93500 Overseas Hwy. Tavernier, FL 33036 305-852-9085 Delivery of interoffice paperwork for 9 years

Car Parts Auto Chris Parenti 22 First Avenue Rock Harbor, FL 33037 305-852-4336 Delivery of auto parts for 9 years

Coldwell Banker Schmidt Realty D D 11100 Overseas Hwy. Marathon, FL 33050 305-743-5181 Delivery of interoffice mail for 2 years

Makepeace Office Supply Elaine 202 107th Street Marathon, FL 33050 305-743-5640

Delivery of office supplies for 5 years

Buccaneer Courier has been owned and operated by Joanne and William Kaestner for the past seven years. Prior to purchasing the business, we operated it for two years.

In the past nine years, we have never missed a work day. We close only on national holidays and when Monroe County and other business offices are closed. The Monday following Hurricane Georges we were operational.

	AC	CERTIFIC	ATE OF LIABILI	TY INSU	IRANCE	OP ID DE BUCCA-3	DATE (MM/DD/YYYY)	
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	_	: 305-872-2888		INSURERS A	FFORDING COV	ERAGE	NAIC#	
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		Buccaneer Courier		INSURER B:		· · · · · · · · · · · · · · · · · · ·		
		Joanne Kaestner P O Box 430763		INSURER C:				
		Big Pine Key FL 33	3043	INSURER E:				
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		COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurence)	s	
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						PERSONAL & ADV INJURY	\$	
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A	CORD CERTIFIC	CATE OF LIABIL	ITY INSU	JRANCE	OP ID DE	DATE (MM/DD/YYYY)		
PRODU			THIS CER	TIFICATE IS ISSU	BUCCA-3	08/10/05		
The	Johnsons Insurance Ac	HOLDER.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR					
Big	5 Avenue A Pine Key FL 33043		ALTER TH	IE COVERAGE A	FFORDED BY THE POL	ICIES BELOW.		
Phor	ne: 305-872-2888	A 86-	INSURERS	AFFORDING COV	/ERAGE	NAIC#		
INOUNE			INSURER A:	Burlington	Insurance Comp			
	Buccaneer Courier		INSURER B:					
	Joanne Kaestner P O Box 430763 Big Pine Key FL 3		INSURER C:					
	Big Pine Key FL 3	3043	INSURER D:					
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MAY	OLICIES OF INSURANCE LISTED BELOW HA REQUIREMENT, TERM OR CONDITION OF AN PERTAIN, THE INSURANCE AFFORDED BY T IES. AGGREGATE LIMITS SHOWN MAY HAV	HE BOLICIES DESCRIBED HEREIN IS SHE	D ABOVE FOR THE PO TH RESPECT TO WHIC ECT TO ALL THE TERI	DLICY PERIOD INDICAT H THIS CERTIFICATE M MS, EXCLUSIONS AND	ED. NOTWITHSTANDING MAY BE ISSUED OR CONDITIONS OF SUCH			
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	GENERAL LIABILITY	FOLICY NUMBER	DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)				
A X	X COMMERCIAL GENERAL LIABILITY	BINDER # 9903	08/09/05	08/09/06	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000		
	CLAIMS MADE X OCCUR	1	00,05,05	08/09/06	PREMISES (Ea occurence)	\$ 50,000		
					MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 2,000		
					GENERAL AGGREGATE	\$1,000,000		
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And the second second	SCHEDULED AUTOS HIRED AUTOS				BODILY INJURY (Per person)	\$		
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ANY	PROPRIETOR/PARTNER/EXECUTIVE	-			TORY LIMITS ER			
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SPE	CIAL PROVISIONS below			T	EL DIOELOE SOLUTION	\$		
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	- coverage	avariable for all Jul	os and loca	tions* *TH	E HOLDER			
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		MONRO-6	SHOULD ANY OF	THE ABOVE DESCRIBE	D POLICIES BE CANCELLED B	EFORE THE EXPIRATION		
			DATE THEREOF, T	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN				
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				AUTHORIZED REPRESENTATIVE				
COPD	25 (2004/00)		The Johnson	$an \neq 0$	ce Agency			
JUKD .	25 (2001/08)			- Turani		ORPORATION 1988		

H	CERTIFIC	CATE OF LIABIL	ITY INSU	JRANCE	OP ID DE	DATE (MM/DD/YYYY)	
PRODU	JCER		THIS CER	TIFICATE IS ISSU	BUCCA-3 ED AS A MATTER OF INF	08/10/05	
The	Johnsons Insurance Ag	(an av	UNLYAN	U CONFERS NO F	RIGHTS LIPON THE CER:	TIFICATE	
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	Pine Key FL 33043		712121(11	IL OUTLINGE AI	PORDED BY THE POLIC	SIES BELOW.	
	ne: 305-872-2888		INSURERS	AFFORDING COV	FRAGE	NAIC #	
INSURE	ED		INSURER A:		Insurance Compa	1	
	.		INSURER B:		insurance compa	IIIY	
	Buccaneer Courier Joanne Kaestner		INSURER C:				
	P O Box 430763 Big Pine Key FL 3	2042	INSURER D:				
	Big Fine Key FL 3	3043	INSURER E:				
COVE	RAGES		THOUSE LE				
THE	POLICIES OF INSURANCE LISTED BELOW HA	AVE BEEN ISSUED TO THE INSURED NAME	O ABOVE FOR THE PO	JI ICY PERIOD INDICAT	ED MODARTHOTANDING		
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A	X COMMERCIAL GENERAL LIABILITY	BINDER # 9903	08/09/05	00/00/06	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000	
	CLAIMS MADE X OCCUR		00/09/05	08/09/06	PREMISES (Ea occurence)	\$50,000	
	<u> </u>				MED EXP (Any one person)	\$2,000	
					PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	170			GENERAL AGGREGATE	\$1,000,000	
	POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$ excl	
	AUTOMOBILE LIABILITY				٠	- 17.00	
	ANY AUTO				COMBINED SINGLE LIMIT	•	
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	HIRED AUTOS				(Per person)	\$	
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TS	al amount of coverage ALSO ADDITIONAL INSURE	available for all joi	os and loca	ations* *TF	HE HOLDER		
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l name				DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN			
	Monroe County BOCC		IMPOST NO THE	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
	1100 Simonton Stre	et		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
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CORI	25 (2001/08)		The John's	ons Insuran			
1 11	(2001100)				© ACORD C	ORPORATION 1988	